

THE CHANCELLOR:

It appears in this case that on the 1st day of February, 1842, the complainant and the defendants entered into written articles of copartnership, for the purpose of carrying on the dry goods business, in the city of Baltimore, for the space of four years, under the name and style of Wm. J. Hyde & Easter, unless sooner dissolved in the mode stipulated in the contract.

The capital was to be furnished by the defendants, and the management of the business subject to their advice and counsel, was confided to the plaintiff, who was to devote his time and attention exclusively thereto; and by one of the stipulations it was agreed between the parties that "the privilege should be and was reserved to the defendants, that if during the continuance of the copartnership they should, in their judgment, think that the said William J. Hyde is not conducting the business of the firm in a manner so as to redound to their advantage, the right is reserved to them of entering the premises and taking possession of the stock of goods on hand, the books and effects of the firm, and declaring the partnership dissolved; and after the payment of all the liabilities of the firm, paying to the said William J. Hyde, in merchandise, at the cost thereof, any portions of the profits that may have accrued to him."

There were other stipulations looking to a termination of the partnership from different causes, which it is not deemed necessary to notice, and then it was agreed that the profits upon the dissolution should be divided in the proportion of one-third to each party.

It further appears, that the parties commenced and carried on business according to the terms of these articles, the capital being furnished by the defendants, and the labor and necessary attention by the plaintiff, until the 31st of January, in the year 1843, when the partnership was, by the defendants, declared to be dissolved, and the stock in trade, books and other effects of the firm, were taken possession of by them.

Afterwards, on the 1st of February following, the plaintiff filed his bill in this court, in which, after setting forth the articles of copartnership and averring the due and faithful per-